### County of Los Angeles **DEPARTMENT OF PUBLIC SOCIAL SERVICES**



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BRYCE YOKOMIZO Director LISA NUÑEZ Chief Deputy

June 13, 2006

Board of : upervisors GLOR A MOLINA I irst District

YVONNE 3. BURKE Sec nd District

ZEV YARC SLAVSKY

T' ird District D( N KNABE

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For rth District MICHAEL D. ANT DNOVICH

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

**Dear Supervisors:** 

### RECOMMENDATION TO AWARD A CONTRACT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION TO PROVIDE VOCATIONAL/CAREER AND LEARNING DISABILITY ASSESSMENT SERVICES (ALL DISTRICTS - 3 VOTES)

### IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Social Services (DPSS), to prepare and execute a contract substantially similar to the enclosed contract, with the Los Angeles County Office of Education (LACOE), effective July 1, 2006 at a maximum total contract amount of \$9,875,888 for the three-year term of the contract to provide vocational/career assessment intermediary and direct services for the Welfare-to-Work (WtW) and the General Relief Opportunities for Work (GROW) programs, and learning disability evaluation/diagnosis intermediary and direct services for the WtW program only.

The maximum three-year term contract cost of vocational/career assessment direct services is \$7,864,200, of which \$5,936,700 is for the WtW program and \$1,927,500 for the GROW program. The maximum three-year term contract cost of learning disability evaluation/diagnosis direct services is \$324,000.

Funding for this contract is included in the DPSS' FY 2006-07 Proposed Budget. Funding for future years will be included in the Department's budget requests.

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Delegate authority to the Director of DPSS, to prepare and sign amendments to the contract that result in any decrease or increase of no more than ten percent of the intermediary services maximum annual amount, and/or do not exceed ten percent of the fixed unit price for direct services, and when the change is necessitated by additional and necessary services that are required in order for LACOE to comply with changes in federal, State, or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the DPSS Director will notify the CAO in writing within ten business days after execution.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this contract will allow DPSS to continue to provide vocational and career assessment services to WtW and GROW participants and learning disability evaluation and diagnosis services to WtW participants, through LACOE and its subcontractors. These services include: Vocational/career assessment services for participants in the WtW and GROW programs where a customized career plan will be developed to help them achieve their goals and learning disability evaluation and diagnosis services to WtW participants only, which consist of screening, evaluating, reporting, and diagnosis of learning disabilities as a potential barrier to employment.

LACOE has provided similar services since 1990 and has consistently adapted to program changes and requirements. LACOE effectively provides administrative intermediary services including recruitment, monitoring, and supervision of several subcontractors who conduct vocational/career assessments and learning disability evaluation and diagnosis at thirteen (13) locations to GAIN WtW participants and at sixteen (16) locations to GROW participants (see enclosures).

### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: Improve the well-being of children and families in Los Angeles County, Strategy #1: Implement integrated service delivery initiatives to demonstrate substantial progress toward achieving improved outcomes for children and families.

### FISCAL IMPACT/FINANCING

The maximum total amount for this contract including direct services and administrative/intermediary services for the three-year period is \$9,875,888.

The maximum three-year term contract cost of vocational/career assessment direct services is \$7,864,200, of which \$5,936,700 is for the WtW program and \$1,927,500 for the GROW program. The maximum three-year term contract cost of learning disability evaluation/diagnosis direct services is \$324,000.

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### FISCAL IMPACT/FINANCING (continued)

Compensation to LACOE for administrative and intermediary services is capped at \$1,687,688 for the three-year term. Funding for this contract is included in the DPSS' FY 2006-07 Proposed Budget. Funding for future years will be included in the Department's budget requests.

Vocational/career assessment intermediary and direct services for the WtW program, and learning disability evaluation and diagnosis expenditures, will be fully offset by CalWORKs Single Allocation funds; therefore, there is no additional net County cost (NCC) after the required Maintenance of Effort (MOE) is met. Vocational/career assessment intermediary and direct services for the GROW program will be partially offset by federal funds allocated for the administration of the Food Stamp Employment and Training (FSET) program, resulting in approximately \$350,000 NCC annually, which is included in the DPSS FY 2006-07 Proposed Budget. Funding for future years will be included in the annual budget requests.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract provides for termination by the County with a 30-day calendar written notice prior to termination, should termination be in the County's best interest. The Agreement also contains a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors.

The award of this Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contract contains provisions delegating authority to the Director of DPSS to amend the contract to allow for increases of no more than ten percent of the first year's cost for intermediary services. Additionally, the Director of DPSS would be authorized to allow for increases of no more than ten percent of the fixed unit price for direct services. Both provisions would be enacted if necessitated for additional or necessary services required to comply with changes in County requirements.

The Contractor additionally agrees to provide assessment services to WtW and GROW participants with different funding sources, e.g., the FSET program, and to maintain separate invoicing, accounting, management and reporting, and assessment data entries for the GROW program.

The Contractor is in compliance with the Jury Service Program.

The Living Wage Ordinance does not apply because the recommended Contract is a non-Prop A Contract.

The Contract has been approved as to form by County Counsel.

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### **CONTRACTING PROCESS**

A sole source Contract was procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services (regulation 23-650.1.12,) which allows for non-competitive contracting with public education agencies.

### **CONTRACT PERFORMANCE**

The monitoring of this contract is performed on an annual basis. The last monitoring for the period of October 1, 2004 through September 30, 2005 was completed in October 2005. Overall, the contractor was in compliance with the contract requirements.

The expected performance outcome is that participants receive an assessment useful for career guidance and needed training. During the term of the current contract, LACOE has consistently provided sufficient, qualified assessors, verified the performance of the assessors, and monitored the quality of participant assessments.

LACOE's Quality Assurance Monitoring Plan utilizes direct observation of participant assessments, job development team conferences, and participant case file reviews to determine quality and usefulness of assessments and employment plans. Also, LACOE reconciles GEARS data to ensure completion and timeliness of assessments.

To evaluate the accuracy of LACOE's monitoring efforts and verify the quality of services provided by the sub-contractors, DPSS contract monitors perform on-site observations of testing procedures and team conferences, as well as participant interviews, at each vocational assessment site.

### IMPACT ON CURRENT SERVICES

The contract will allow the continuation of vocational/career assessment services in Los Angeles County for WtW and GROW participants and learning disability evaluation and diagnosis services for WtW participants.

The contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The Contract is in compliance with all requirements of Los Angeles County Code Section 2.180.010, Certain Contracts Prohibited.

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### CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Director of DPSS.

Respectfully submitted,

Bryce Yokomizo

Director

BY:nl

Enclosure

c: Chief Administrative Officer County Counsel Executive Officer, Board of Supervisors

Auditor-Controller

### AMENDMENT NUMBER \_\_\_\_\_TO THE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND

### FOR THE PROVISION OF CalWORKS STAGE 1 CHILD CARE SERVICES

Reference is made to the documents entitle	ed "CalWORKs Stage 1 C	Child Care Services
Contract" by and between the County of	of Los Angeles and the	, dated
May 1, 2004, and further identified as Coul	nty Agreement #CDD	and Amendmen
Number to the Agreement, dated	, (hereinafter referen	nced as "Contract")
and amended on this day of	, 2006.	,

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to extend the term of the Agreement as follows:

A. Section II, TERM OF CONTRACT, is amended by adding the following new paragraph:

This contract is extended for three months commencing July 1, 2006 through September 30, 2006, with additional month-to-month extensions, as needed, through December 31, 2006, in so far as funding is available and the DPSS Director or authorized representative notifies the CONTRACTOR within ten days prior to the following month that this Agreement is to be extended an additional month.

- B. The method and rate of compensation paid to CONTRACTOR for the contract period commencing July 1, 2006 until termination, shall be the same as set forth in Amendment Number One, Section IV., COMPENSATION, Paragraph 1, Operational/Administrative Fees, Subparagraph 1.1. The denial case cap is set at a maximum of 1,900 per month for the period commencing July 1, 2006 until termination.
- C. Effective July 1, 2006, Section IV., COMPENSATION, Paragraph 1, Operational/ Administrative Fees, Subparagraph 1.2 is deleted in its entirety and replaced with Subparagraph 1.2 as follows:

CONTRACTOR shall issue to COUNTY, no later than fifteen calendar days following termination of this contract, a list and diskette of providers with outstanding Provider Payment Requests for child care rendered prior to expiration date of this contract, for whom no payment was issued, unless COUNTY and CONTRACTOR have entered into a new contract which sets a later date for the delivery of such a list and diskette. COUNTY shall reconcile CONTRACTOR list to ensure previous payment has not been issued prior to assuming sole responsibility for receiving outstanding Provider Payment Requests and issuing requested payments after termination of this contract. If COUNTY disagrees with the CONTRACTOR's list of Provider Payment Requests, COUNTY and CONTRACTOR shall meet within ten (10) calendar days and resolve the disagreement.

The list and diskette of Provider Payment Requests shall be submitted within fifteen (15) calendar days of contract termination.

D. Section VI., ADVANCES AND SETTLEMENTS, Paragraph 5, is amended as follows:

At the end of the Contract, COUNTY shall recoup all advances by offsetting the advances from CONTRACTOR's final two months services' invoices. If any additional recouping is necessary, CONTRACTOR shall pay COUNTY by cash payment within thirty (30) calendar days of the final determination by COUNTY of the amount of payment. All advances each Fiscal Year must be recouped by June 30, or the end of the contract, whichever comes first.

E. Section VII., FURTHER TERMS AND CONDITIONS, Paragraph 45 TERMINATION FOR CONVENIENCE OF COUNTY, Subparagraph 45.2, Paragraph B., is amended as follows:

Taking all reasonable and necessary steps to cancel all leased or rented space agreements entered into for the three-month period commencing July 1, 2006 through September 30, 2006, and as needed for month-to-month extensions, through December 31, 2006 to perform the services terminated hereunder;

F. ATTACHMENT E-1, CONTRACTOR MONTHLY BUDGET, is added as an attachment hereunder, and incorporated into this Agreement and will be effective July 1, 2006 through December 31, 2006.

All other terms and conditions remain in full force and effect.

The parties hereto have caused this Amendment Number _ authorized officers.	_ to be executed by their
COUNTY OF LOS ANGELES	
By: Bryce Yokomizo, Director Department of Public Social Services	Date:
CONTRACTOR	
By:Executive Director	Date:
APPROVED AS TO FORM: RAYMOND G. FORTNER, JR. County Counsel	
By: Vicki Kozikoujekian Senior Deputy County Counsel	

# CalWORKS STAGE 1 CHILD CARE ALTERNATIVE PAYMENT PROGRAM AGENCIES

## **ESTIMATED COSTS FOR OPERATIONAL AND ADMINISTRATIVE FEES**

### Effective for Months of July 1 - December 31, 2006

Agency Name	Case Mngmt Cost*	Cost of Collocation Staff	Outreach Activity Cost	Total Monthly Operational & Admin Fees	Est. Monthly Direct Provider Payments*	Est. Monthly Total Operational & Admin fees and Direct Provider Payments	Est. Six-Month Total
Center for Community & Family Services	\$197,527	0\$	\$1,038	\$198,565	\$955,000	\$1,153,565	\$6,921,390
Child Care Information Services	46,531	0	244	46,775	230,000	276,775	1,660,650
Child Care Resource Center	327,252	23,601	1,752	352,605	1,647,000	1,999,605	11,997,630
Children's Home Society	155,368	31,845	832	188,045	778,000	966,045	5,796,270
City of Norwalk	22,271	0	111	22,382	102,000	124,382	746,292
Connections for Children	26,610	0	143	26,753	123,000	149,753	898,518
Crystal Stairs	428,300	28,712	2,124	459,136	2,119,000	2.578.136	15.468.816
Drew Child Development Center	119,691	0	719	120,410	674,000	794,410	4,766,460
International Institute of Los Angeles	20,264	0	116	20,380	65,000	85,380	512,280
Mexican- American Opportunity Foundation	148,587	13,406	808	162,801	724,000	886,801	5,320,806
Options	98,253	12,483	499	111,235	470.000	581 235	3 487 410
Pathways	88,924	0	481	89,405	365,000	454.405	2.726.430
Pomona Unified School District	61,756	10,677	393	72,826	439,000	511,826	3,070,956
Total**	\$1,741,335	\$120,724	\$9,260	\$1,871,319	\$8,691,000	\$10,562,319	\$63,373,914

Caseload Driven Totals vary slightly due to rounding.